

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Reserved for Clerk's File Stamp
TELEPHONE NO.:		FAX NO. (Optional):	
E-MAIL ADDRESS (Optional):			
ATTORNEY FOR (Name):			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			
INFORMAL DISCOVERY CONFERENCE (pursuant to the Discovery Resolution Stipulation of the parties)			CASE NUMBER:

1. This document relates to:

- ☐ Request for Informal Discovery Conference
☐ Answer to Request for Informal Discovery Conference

2. Deadline for Court to decide on Request: _____ (insert date 10 calendar days following filing of the Request).

3. Deadline for Court to hold Informal Discovery Conference: _____ (insert date 20 calendar days following filing of the Request).

4. For a Request for Informal Discovery Conference, briefly describe the nature of the discovery dispute, including the facts and legal arguments at issue. For an Answer to Request for Informal Discovery Conference, briefly describe why the Court should deny the requested discovery, including the facts and legal arguments at issue.

NAME AND ADDRESS OF ATTORNEY OR PARTY WITHOUT ATTORNEY:		STATE BAR NUMBER	Required in Clerk's File Stamp
TELEPHONE NO.: E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):		FAX NO. (Optional):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS:			
PLAINTIFF:			
DEFENDANT:			CASE NUMBER
STIPULATION AND ORDER -- MOTIONS IN LIMINE			

This stipulation is intended to provide fast and informal resolution of evidentiary issues through diligent efforts to define and discuss such issues and limit paperwork.

The parties agree that:

1. At least ____ days before the final status conference, each party will provide all other parties with a list containing a one paragraph explanation of each proposed motion in limine. Each one paragraph explanation must identify the substance of a single proposed motion in limine and the grounds for the proposed motion.
2. The parties thereafter will meet and confer, either in person or via teleconference or videoconference, concerning all proposed motions in limine. In that meet and confer, the parties will determine:
 - a. Whether the parties can stipulate to any of the proposed motions. If the parties so stipulate, they may file a stipulation and proposed order with the Court.
 - b. Whether any of the proposed motions can be briefed and submitted by means of a short joint statement of issues. For each motion which can be addressed by a short joint statement of issues, a short joint statement of issues must be filed with the Court 10 days prior to the final status conference. Each side's portion of the short joint statement of issues may not exceed three pages. The parties will meet and confer to agree on a date and manner for exchanging the parties' respective portions of the short joint statement of issues and the process for filing the short joint statement of issues.
3. All proposed motions in limine that are not either the subject of a stipulation or briefed via a short joint statement of issues will be briefed and filed in accordance with the California Rules of Court and the Los Angeles Superior Court Rules.

SHORT TITLE:	CASE NUMBER:
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The following parties stipulate:

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

Date:

(TYPE OR PRINT NAME)

➤ _____
(ATTORNEY FOR PLAINTIFF)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR DEFENDANT)

➤ _____
(ATTORNEY FOR _____)

➤ _____
(ATTORNEY FOR _____)

➤ _____
(ATTORNEY FOR _____)

THE COURT SO ORDERS.

Date: _____

JUDICIAL OFFICER

COPY

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17 THE FOLB PARTNERSHIP and
18 PARAMOUNT CONTRACTORS AND
19 DEVELOPERS, INC.

20 SUPERIOR COURT OF THE STATE OF CALIFORNIA
21 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

22 THE FOLB PARTNERSHIP, a California
23 partnership and PARAMOUNT
24 CONTRACTORS AND DEVELOPERS,
25 INC., a California corporation,
26
27 Plaintiffs,
28
29 v.
30 CITY OF LOS ANGELES, a California
31 municipal corporation and DOES 1 through 10,
32 inclusive,
33 Defendant.

Case No. _____

**COMPLAINT FOR DECLARATORY
RELIEF, INJUNCTIVE RELIEF, AND
DAMAGES**

BC 587654

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUL 09 2015

Sherri R. Carter, Executive Officer/Clerk
By: Judi Lara, Deputy

1 Plaintiffs the Folb Partnership and Paramount Contractors and Developers, Inc.,
 2 ("Paramount") (collectively "Plaintiffs") are informed and believe and based thereon allege as
 3 follows for their Complaint against the City of Los Angeles (the "City" or "Defendant"):

4 THE PARTIES AND PROPERTIES

5 1. Plaintiff the Folb Partnership is a California partnership with its principal place of
 6 business in Los Angeles, California. The Folb Partnership owns a commercial building located at
 7 3500 Overland Avenue in Los Angeles ("3500 Overland").

8 2. Plaintiff Paramount Contractors and Developers, Inc. ("Paramount") is a California
 9 corporation with its principal place of business in Los Angeles, California. Paramount operates
 10 commercial buildings at 6464 and 6565 West Sunset Boulevard in Los Angeles (the "Sunset
 11 Boulevard Properties").

12 3. Defendant the City of Los Angeles (the "City") is a municipal corporation
 13 organized and existing under the laws of the State of California.

14 4. Plaintiffs are currently unaware of the true names and capacities of the Defendants
 15 sued herein by the fictitious names DOES 1 through 10, inclusive, and therefore, sue those
 16 Defendants by such fictitious names. Plaintiffs are informed and believe, and based thereon
 17 allege, that each of the Doe Defendants is responsible or liable in some manner to Plaintiffs for the
 18 conduct herein, and that the Plaintiffs' damages as herein alleged were proximately caused by
 19 such Doe Defendants. This Complaint will be amended to allege the true names and capacities of
 20 such fictitiously named Defendants once the same are ascertained.

21 5. Plaintiffs are informed and believe, and based thereon allege, that at all times
 22 herein mentioned, each Defendant and Doe was the agent, servant and/or employee of each other
 23 Defendant and Doe, and in connection with the conduct herein alleged, was acting within the
 24 course and scope of such agency and employment, and that each Defendant and Doe ratified each
 25 and every act, omission and thing done by each and every other Defendant and Doe.

26 COMMON ALLEGATIONS

27 6. This complaint seeks redress for the City's improper denial of Plaintiffs' attempts
 28 to obtain permits for various types of signage on their buildings. Plaintiffs also challenge aspects

1 of the City's signage regulations based on, among other things, the reasoning in a recent decision
 2 by the United States Supreme Court in *Reed v. Town of Gilbert, Arizona*.

3 **I. Prior Lawsuits**

4 7. In 2007 and 2008, Paramount filed two federal lawsuits suits against the City (the
 5 "Federal Cases"). Generally, those lawsuits challenged the City's denial of Paramount's attempts
 6 in approximately 2006 through 2009 to obtain certain types of signage permits under the City's
 7 then in-effect signage regulations. The appeals in the Federal Cases concluded by 2013.

8 8. In May 2010, the City and People of the State of California filed a civil
 9 enforcement action against Paramount and other parties, which is currently pending as Los
 10 Angeles Superior Court Case No. BC437023 (the "Civil Enforcement Action"). In that action, the
 11 City and People of the State of California sought to hold Paramount and the other defendants
 12 liable for, among other things, allegedly maintaining "supergraphic" signs from 2006 through
 13 early 2010 without all of the proper permits. In response, Paramount filed a cross-complaint
 14 against the City. The Court dismissed that cross-complaint on the grounds that it concerned issues
 15 already litigated in the Federal Cases. Paramount's appeal to the Court of Appeal regarding its
 16 cross-complaint was denied in October 2014.

17 9. The Folb Partnership was not a party to any of these prior lawsuits and has never
 18 been party to any lawsuit with the City.

19 **II. Plaintiffs' Attempts In 2015 To Obtain New Signage Permits**

20 10. In 2015, subsequent to the Federal Cases and the denial of Paramount's appeal in
 21 the Civil Enforcement Action, Plaintiffs sought new permits to erect various types of signs on the
 22 Sunset Boulevard Properties and at 3500 Overland. Plaintiffs sought these permits so that they
 23 could display messages for themselves, for political campaigns, and for third parties.

24 11. Specifically, Paramount applied to the City for permits to erect the following signs
 25 at 6464 and 6565 Sunset Boulevard:

26 a. Temporary signs to display "off-site" messages for a 30-day period,
 27 pursuant to Los Angeles Municipal Code ("LAMC") section 14.4.16;
 28

b. Grandfathered supergraphics signs to display "off-site" messages based on Section 6.K of Los Angeles Ordinance No. 181340;

c. Supergraphic signs to display political messages for up to a 30-day period;

d. Wall signs to display "off-site" messages.

12. Paramount had never sought or applied for these permits prior to the conclusion of the Federal Cases and its appeal to the Court of Appeal in the Civil Enforcement Action.

13. The Folb Partnership applied for permits to erect and maintain "temporary signs" to display off-site messages for up to 30 days at 3500 Overland, pursuant to LAMC section 14.4.16. The Folb Partnership had never previously sought a permit to erect or maintain this type of sign.

14. Plaintiffs' permit applications complied with all necessary requirements under the Los Angeles Municipal Code and otherwise.

15. Nonetheless, the City refused to process or approve any of Plaintiffs' applications and, in fact, failed to even fully review the applications. Officials at the Los Angeles Department of Building and Safety ("LABDS") made it clear to Plaintiffs' representatives that under no circumstances would they accept or approve any of Plaintiffs' permit applications for off-site signage or supergraphics, despite the fact that certain types of off-site signage and supergraphics were allowed under the LAMC. In addition, representatives of Plaintiffs have communicated with personnel from offices of City councilmembers and other City officials who have made it clear that Paramount would not be issued permits for supergraphics or off-site signage. Given the position of LABDS and other City officials, it is futile for Plaintiffs to make any further attempts to obtain permits to erect or maintain the signs identified above.

16. As addressed below, the permits Plaintiffs applied for should have been issued.

III. Relevant Signage Laws

A. Los Angeles Municipal Code

17. Los Angeles Municipal Code section 14.4.16 governs "temporary signs." It provides in part: "Permit Required. Notwithstanding any other provision of this article, a building permit shall be required for a temporary sign, pennant, banner, ribbon, streamer or

1 spinner, other than one that contains a political, ideological or other noncommercial message. The
 2 permit application shall specify the dates being requested for authorized installation and the
 3 proposed location.”

4 18. In other words, “temporary signs” that contain political, ideological or
 5 noncommercial messages do not require a permit. All other “temporary signs” do.

6 19. LAMC section 14.2.2 defines an “off-site” sign as follows: “A sign that displays
 7 any message directing attention to a business, product, service, profession, commodity, activity,
 8 event, person, institution or any other commercial message, which is generally conducted, sold,
 9 manufactured, produced, offered or occurs elsewhere than on the premises where the sign is
 10 located.” LAMC section 14.4.4.11 prohibits “off-site” signage unless permitted pursuant to a
 11 bevy of exceptions such as a supplemental use district ordinance. LAMC section 14.4.18 provides
 12 certain height location and other restrictions for off-site signage.

13 B. Los Angeles Ordinance No. 181340

14 20. Los Angeles Ordinance No. 181340 (the “Amended Hollywood SUD”) governs
 15 signage in certain portions in Hollywood centered around Sunset and Hollywood Boulevard (the
 16 “Hollywood Signage District”). The Sunset Boulevard Properties are located in this signage
 17 district.

18 21. Pursuant to Section 5.D of the Amended Hollywood SUD, the citywide restrictions
 19 on “off-site” signage do not apply to most types of signs within the Hollywood Signage District.
 20 Section 5.D states: “**Permitted Off-Site Signage.** Notwithstanding the provisions of Section
 21 14.4.4 of the Code to the contrary, off-site advertising is permitted within the Supplemental Use
 22 District on any type of permitted sign except that no off-site advertising is permitted on
 23 Architectural Ledge Signs, Awning Signs, Monument Signs, Pedestrian Signs, or Wall Signs.”

24 22. Under the Amended Hollywood SUD (as well as LAMC section 14.4.4),
 25 supergraphics in the Hollywood Signage District are allowed under various circumstances. One of
 26 those circumstances is set forth in Section 6.K of the Amended Hollywood SUD. It provides:
 27 “The prohibition of Supergraphic Signs in this Ordinance shall not apply to developments where a
 28 Project Permit Approval for Supergraphic Signs was granted on or before November 12, 2008....”

C. Recent Case Law: Reed v. Town of Gilbert, Arizona

23. On June 18, 2015 in the case *Reed v. Town of Gilbert, Arizona*, 576 U.S. ____ (2015), the United States Supreme Court reviewed a challenge to regulations of temporary signage in Gilbert, Arizona. The town's regulations of temporary signage varied based on whether the sign contained a political, religious, or other messages. Overturning a prior Ninth Circuit holding, the Court invalidated the town's regulations and, contrary to the then in effect case-law in the Ninth Circuit, held that such content-based distinctions in municipal regulations warrant application of strict scrutiny.

24. Similarly, in October 2014, in *Lamar Central Outdoor v. City of Los Angeles*, a department of the Los Angeles Superior Court issued a decision holding that the City's off-site signage regulations were unconstitutional under the California Constitution and subject to scrutiny. This decision called into question a prior to Ninth Circuit Court of Appeals decision interpreting California law as it applied to the City's signage regulations.

25. Notwithstanding the above decisions, the City continues to enforce its bans of off-site signage and supergraphics against Plaintiffs.

IV. Causes Of Action

FIRST CAUSE OF ACTION

(By Plaintiffs Against Defendants For Violations

Of Free Speech Rights Based On Content Discrimination)

26. Plaintiffs refer to and incorporate herein by reference, as though fully set forth herein, each of the other allegations in this Complaint.

27. Plaintiffs' First Cause of Action concerns the Constitutionality under the United States and California Constitutions of three aspects of the City's signage regulations, both facially and as applied to Plaintiffs' recent attempts to obtain permits: (1) the City's regulation of temporary signage under LAMC section 14.4.16; (2) the City's regulation of political signs; and (3) the City's regulation of certain off-site signs subsequent to *Reed v. Town of Gilbert*.

28. First, as the Supreme Court explained in *Reed v. Town of Gilbert*, under the First Amendment's protection of free speech, distinctions in municipal laws among signage based on

1 the content of the message displayed are subject to strict scrutiny and must be narrowly tailored to
 2 further a compelling governmental interest. Likewise, Article 1, Section 2(a) of the California
 3 Constitution provides even stronger protections against content-based regulations of speech.

4 29. Contrary to these Constitutional protections, LAMC section 14.4.16 provides that
 5 “temporary signs” which contain political or ideological messages do not require a permit, while
 6 temporary signs containing commercial messages do.

7 30. Pursuant to the reasoning set forth in *Reed v. Town of Gilbert*, LAMC section
 8 14.4.16 is unconstitutional. The content-based distinction between political, “ideological” and
 9 other types of signage serves no compelling interest. This is especially the case given the fact that
 10 countless other types of commercial signs are allowed throughout the City. Even if there were a
 11 compelling interest in this content-based distinction, the City’s regulations regarding temporary
 12 signs in this regard are neither necessary nor sufficiently tailored to meet that interest.

13 31. The definition of the types of messages a party can place on “temporary signs”
 14 without obtaining a permit is also vague and overbroad. The terms “political” and “ideological”
 15 are difficult to interpret and are likely to be applied in an inconsistent manner by City officials.¹

16 32. This content-based distinction is facially invalid and as-applied under the United
 17 States and California Constitutions.

18 33. Second, the Supreme Court’s June 2015 decision in *Reed v. Town of Gilbert* calls
 19 into question the City’s regulations of other types of off-site signs. Despite the recent decision by
 20 the Supreme Court, the distinctions in the LAMC for off-site messages have been and will
 21 continue to be applied to Plaintiffs in a number of ways, including but not limited to Paramount’s
 22 attempt to obtain permits for “off-site” wall signs at the Sunset Boulevard Properties. The City’s
 23 regulation of this off-site signage, facially and as applied to Plaintiffs, cannot pass the strict
 24 scrutiny test applied in *Reed v. Town of Gilbert* considering, among other things, the City’s
 25 frequent allowance of off-site and other signs throughout the City.

26
 27
 28 ¹ LAMC section 14.4.4 also contains similarly vague and overbroad references to “political” and
 “ideological” signage.

1 34. Third, Paramount has recently sought permits to display political messages in
 2 support of a political campaign on supergraphic signs on the exterior walls of 6464 and 6565
 3 Sunset Boulevard. As described above, Paramount's recent attempts to obtain these permits were
 4 rejected without proper consideration. On the other hand, the City allows scores of other speakers
 5 and property owners to display commercial messages via supergraphics both in the Hollywood
 6 Signage District and elsewhere in the City. The City has no compelling interest in banning
 7 political supergraphics while allowing permanent commercial supergraphics. This is especially
 8 the case considering the fact that the City has already found supergraphic signs, and in particular
 9 supergraphic signs on the Sunset Boulevard Properties, to be safe and aesthetically appropriate.

10 35. Unless the City is enjoined and restrained from engaging in the conduct described
 11 in this cause of action, Plaintiffs will be irreparably injured in that they will be deprived of
 12 constitutional rights guaranteed under the Federal and State Constitutions. Allowing the City to
 13 enforce the sign regulations and ordinances will also have a chilling effect on the exercise of free
 14 speech rights by members of the public. Plaintiffs have no adequate remedy at law to prevent or
 15 redress this irreparable injury.

16 36. Plaintiffs are informed and believe and based thereon allege that the City denies
 17 the above contentions. A judicial declaration is necessary and appropriate at this time so that the
 18 parties may ascertain their rights, duties and obligations with regard to the City's signage
 19 regulations and ordinances, permitting activities and enforcement efforts. An actual and
 20 justiciable controversy has arisen and now exists between the parties concerning the
 21 constitutionality of the City's sign regulations and ordinances and the application and enforcement
 22 thereof against Plaintiffs. Plaintiffs therefore desire a judicial determination of the rights, duties
 23 and obligations of the parties concerning these issues.

24 37. As a direct and proximate result of the conduct alleged herein, Plaintiffs have
 25 suffered and will continue to suffer substantial lost revenue, lost profits and goodwill due to their
 26 inability to themselves use or lease their building space to advertisers or others, in an amount to be
 27 proven at trial. Plaintiffs have also suffered the loss of permitting rights and highly valuable
 28 permits. Plaintiffs therefore are entitled to, and hereby seek, damages to account for such losses.

38. In performing the above described acts, the City has acted under color of statute, ordinance, regulation, and policy that is outside their constitutional authority and contrary to law. In taking the acts alleged herein, City officials have acted pursuant to the City's customs, policies, and practices with respect to, among other things, signage and the granting of signage permits. Plaintiffs are entitled to recover damages pursuant to 42 U.S.C. § 1983 as well as under any other applicable provisions of state or federal law.

39. Plaintiffs are also entitled to recover, and hereby seek, their reasonable attorneys' fees in prosecuting this action pursuant to 42 U.S.C. § 1988 and any other applicable provisions of federal and state law. Likewise, if Plaintiffs are successful in this action, a significant benefit will be conferred on the general public and Plaintiffs are therefore entitled to recover their reasonable attorneys' fees.

SECOND CAUSE OF ACTION

(By Paramount Against Defendants For Improper Application Of the Los Angeles Municipal Code And Amended Hollywood SUD To Deny Signage Permits)

40. Plaintiffs refer to and incorporate herein by reference, as though fully set forth herein, each of the other allegations in this Complaint.

41. As described above, Plaintiffs recently attempted to obtain permits for various types of signage. Without performing a proper review, the City denied and refused to even process all of Plaintiffs' permit applications. Under its current signage regulations, the City should have issued permits for two types of signage.

42. *First*, in 2015, Paramount applied for a permit to erect supergraphics at 6464 and 6565 Sunset Boulevard pursuant to Section 6.K of the Amended Hollywood SUD. It had never applied for or sought a permit under this particular regulation. Section 6.K is an exception to the citywide partial "ban" on supergraphics and allows a party to obtain a permit to erect and maintain supergraphics within the Hollywood Signage District if that party received a project permit approval for supergraphics on or before November 12, 2008. In 2005, Paramount obtained a project permit approval to erect and maintain supergraphics for the developments at each of the Sunset Boulevard Properties. In those project permit approvals, City officials found and declared

1 that supergraphic signage on the Sunset Boulevard Properties would be safe, attractive and in line
2 with the aesthetics of the local community.

3 43. Nonetheless, in 2015, Paramount's permit applications for supergraphics signs
4 under these provisions were summarily denied, contrary to the provisions of the Amended
5 Hollywood SUD and Los Angeles Municipal Code.

6 44. Second, the City also refused and failed to process Paramount's recent applications
7 for temporary signs to display off-site messages. Such signs are plainly allowed by section 7.K of
8 the Amended Hollywood SUD and section 14.4.16 of Los Angeles Municipal Code.

9 45. Unless the City is enjoined and restrained from engaging in the conduct described
10 in this cause of action, Paramount will be irreparably injured in that it will be deprived of its right
11 to erect and maintain signage. Paramount has no adequate remedy at law to prevent or redress this
12 irreparable injury.

13 46. Paramount is informed and believes and based thereon alleges that the City denies
14 the above contentions. A judicial declaration is necessary and appropriate at this time so that the
15 parties may ascertain their rights, duties and obligations with regard to the City's signage
16 regulations and ordinances, permitting activities and enforcement efforts. An actual and
17 justiciable controversy has arisen and now exists between the parties concerning the application
18 and enforcement of the City's signage regulations against Paramount as described in this cause of
19 action. Paramount therefore desires a judicial determination of the rights, duties and obligations
20 of the parties concerning these issues.

21 47. As a direct and proximate result of the conduct alleged herein, Paramount has
22 suffered and will continue to suffer substantial lost revenue, lost profits, and goodwill due to its
23 inability to use or lease its building space to advertisers or others, in an amount to be proven at
24 trial. Paramount has also suffered the loss of permitting rights and highly valuable permits.
25 Paramount is therefore entitled to, and hereby seeks, damages to account for such losses.

26 PRAYER FOR RELIEF

27 WHEREFORE, Plaintiffs pray for judgment as follows, on all causes of action:

FIRST CAUSE OF ACTION

1. For a declaration that the City's denial of the signage permits and related approvals addressed herein, and attempts to enforce the challenged signage regulations and laws, are, and at all relevant times herein were, unconstitutional facially and as applied, illegal, and unenforceable in violation of Plaintiffs' rights under the United States and California Constitutions.

2. For a declaration that Paramount is entitled to erect supergraphics signage containing political messages at 6464 and 6565 Sunset Boulevard and an injunction barring the City from preventing Paramount from doing so.

3. For an injunction restraining the City and its agents, officers and employees, and all persons acting in concert with them, from impermissibly, illegally and/or unconstitutionally restricting Plaintiffs' ability to erect and maintain the signs at issue.

4. For a declaration that the content-based distinctions set forth in LAMC section 14.4.16 and elsewhere in the municipal code are invalid because they violate the First Amendment and Article 1, Section 2(a) of the California Constitution, and for an injunction barring the City from enforcing any such content-based restrictions.

5. For a declaration that Plaintiffs are entitled to permits and all related approvals required to erect and maintain the signage referenced herein.

6. For compensatory damages, consequential damages, attorneys' fees and lost profits in an amount according to proof and, without limitation, all damages available under 42 U.S.C. §§ 1983 and 1988.

SECOND CAUSE OF ACTION

1. For a declaration that given its project permit approvals and Section 6.K of the Amended Hollywood SUD, Paramount is entitled to permits along with all necessary approvals required to erect and maintain supergraphics signage at 6464 and 6565 Sunset Boulevard.

2. For a declaration that Paramount is entitled to a permit along with all necessary approvals required to erect off-site "temporary signs" at 6464 and 6565 Sunset Boulevard.

3. For compensatory damages, consequential damages, attorneys' fees and lost profits in an amount according to proof.

ON ALL CAUSES OF ACTION

1. For costs of suit incurred herein;
2. For reasonable attorneys' fees;
3. For interest on all sums due;
4. For such other and further relief as this Court deems proper.

Dated: July 9, 2015

Respectfully submitted,

LOEB & LOEB LLP
WILLIAM M. BRODY

By: 

William Brody
Attorneys for Plaintiffs
THE FOLB PARTNERSHIP and
PARAMOUNT CONTRACTORS AND
DEVELOPERS, INC.

HARDER MIRELL & ABRAMS LLP
DOUGLAS A. MIRELL
DILAN A. ESPER

By: _____

Douglas Mirell
Attorneys for Plaintiffs
THE FOLB PARTNERSHIP and
PARAMOUNT CONTRACTORS AND
DEVELOPERS, INC.

ON ALL CAUSES OF ACTION

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4. For such other and further relief as this Court deems proper.

Dated: July 9, 2015

Respectfully submitted,

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LA2435299.6
028782-10313

11
COMPLAINT

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 200 North Main Street, 701 City Hall East, Los Angeles, California 90012-4131.

On August 12, 2015, I served the foregoing documents described as:
DEFENDANT CITY OF LOS ANGELES' NOTICE OF REMOVAL OF ACTION UNDER 28 U.S.C. § 1441(a); DECLARATION OF KENNETH T. FONG (FEDERAL QUESTION) on all interested parties in this action by placing the original or a true copy thereof enclosed in a sealed envelope addressed as follows:

LOEB & LOEB LLP William M. Brody, Esq. 10100 Santa Monica Blvd., Suite 2200 Los Angeles, California 90067	HARDER MIRELL & ABRAMS LLP Douglas E. Mirell, Esq. Dilan A. Esper, Esq. 1801 Avenue of the Stars, Suite 1120 Los Angeles, California 90067
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☒ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under the practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on August 12, 2015, at Los Angeles, California.


ZENIA RIVERA ALMOZARA